

RECORDING REQUESTED BY:
SAFECO TITLE INSURANCE COMPANY
MORELAND & SONS CONSTRUCTION CO., INC.

BOOK 5111 PAGE 584

WHEN RECORDED MAIL TO:

MORELAND & SONS CONSTRUCTION CO., INC.
217 Mt. Vernon Suite 1
Bakersfield, California 93309

46411

RECORDED BY: RAY A. VERCAMMEN, KERN COUNTY RECORDER

DECLARATION OF ESTABLISHMENT OF RESTRICTIONS,
EASEMENTS, CONDITIONS, COVENANTS AND RESERVATIONS

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THIS DECLARATION, made and entered into on
first day of June, 1977, by MORELAND AND SONS
CONSTRUCTION CO., INC., a California Corporation, here-
inafter referred to as Declarant:

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of that
certain real property shown as Parcels 1, 2, 3 & 4,
Parcel 3866, Parcels 1, 2, 3 & 4, Parcel 3865, to be further
parceled into 17 Parcels total, collectively referred
to as the "property" or the "lots"; and

WHEREAS, for the purpose of regulating the
improvements to be placed upon and the use and occupancy
of said property, Declarant desires to adopt a uniform
plan of restrictions, easements, conditions, covenants
and reservations to be imposed and binding upon the owners
and their heirs or assigns, of each and every part and
parcel thereof; and

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WHEREAS, it is the desire and intention of
Declarant to sell the property and to impose on it mutual,

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beneficial restrictions under a general plan or scheme of improvement for the benefit of the property and the future owners of the property.

NOW, THEREFORE, Declarant does hereby declare that from and after the date hereof, that said property shall be held, transferred, encumbered, sold, used, conveyed, leased, occupied and improved subject to the following restrictions, easements, conditions, covenants and reservations, all of which are declared and agreed to be in furtherance of a general plan for protection, maintenance, improvements and development of the property, and shall run with the land and shall be binding on and for the benefit of the future and successive owners thereof, irrespective of whether they are incorporated by reference or otherwise in any subsequent conveyance.

I. DEFINITIONS:

A. Owners: Shall mean and refer to the record owner, or the lessee, during the term of a lease thereon, whether one or more persons or entities, of any lot which is a part of the property, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

B. Property: That certain real property described hereinabove as Parcels 1, 2, 3 & 4,

Tract 3866, Parcels 1, 2, 3 & 4, Tract 3865, to be further parceled into 17 Parcels total, collectively referred to as the "property" or the "lots";

C. Lots: Refers to any plot of land or parcel shown as Parcels 1, 2, 3 & 4, Tract 3866, Parcels 1, 2, 3 & 4, Tract 3865, to be further parceled into 17 Parcels total, collectively referred to as the "property" or the "lots";

D. Nonconforming Building: A building or structure or portion thereof existing in conflict with the provisions of this Declaration or the Land Use Zoning Ordinance of the County of Kern.

E. Nonconforming Use: The use of a structure or lot for a purpose which is in conflict with the provisions of this Declaration or the Land Use Zoning Ordinance of the County of Kern.

F. Street: A thoroughfare which affords the principal means of access to abutting property owners, as delineated on the Map of Tract No. 3865 & 3866.

G. Interpretation: When not inconsistent with the content, words used in the present

tense include the future, words in the singular number include the plural number and words in the plural number include the singular number and the masculine includes the feminine. The word shall is always mandatory and not merely directory.

II. RESTRICTION, COVENANTS AND CONDITIONS

A. Land Use:

(1) The restrictions, covenants and conditions shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1996, at which time said restrictions, covenants and conditions shall be automatically extended for a period of ten (10) years, unless by a vote of majority of the then property owners of the lots in said Tract 3865 & 3866, it is agreed to change the protective covenants in whole or in part.

(2) No boat, truck, camper, self-propelled mobile home or trailer shall be stored or parked on any such lot unless the same shall be approved by the Architectural Committee.

(3) No noxious or offensive activity to adjoining lot owners (including but not

limited to the outdoor repair of automobiles either for profit or otherwise) shall be carried on or upon the property or any portion thereof nor on any street, nor shall anything be done or maintained on any lot which may be or become an annoyance or nuisance to the other property or the owners thereof.

(4) No automobile or commercial vehicle which shall not be in an operating condition shall be parked or left on any street or on any portion of the property other than in a garage.

(5) No commercial activity of any nature, including but not limited to the business of a guest house, or apartment house proprietor, boarding housekeeper, condominium or condominium operator, or hotel or motel operator, other than rental of residential dwelling units, shall be conducted, suffered or maintained on any lot or any portion of any lot.

B. Buildings:

(1) No prefabricated building or structure of any nature whatsoever, permanent

or temporary, shall be moved or placed upon or assembled or otherwise maintained on any lot; provided, however, that a temporary office, toolshed, saw shed, or lumber shed may be maintained upon any lot by a building contractor for the purpose of erecting and constructing the dwelling on said lot, but such temporary structure shall be removed at completion of construction.

(2) A detached garage or carport, limited in size to three (3) car capacity, or a detached garage or carport with servants' quarters attached, may be erected upon any lot, but such servants' quarters shall be used only by servants who are employed in the dwelling erected upon the same lot where such servants' quarters are located. No garage, carport or servants' quarters shall be commenced or erected on any lot until construction of the dwelling complying with these restrictions shall have been commenced by a reasonable contractor pursuant to the bonafide building contract, and all buildings shall be of the same or

or similar architectural design and exterior material as that of the dwelling erected or being erected on the lot on which said buildings are located.

(3) No trailer, mobile home, camper or boat may be used at any time on any lot as a residence either temporary or permanent other than that used by a construction superintendent.

(4) No derrick or other structure designed for the use in boring, mining or quarrying for water, oil or natural gas or precious metal shall be erected, maintained or permitted on any lot or portion thereof, and no lot may be used for oil or gas drilling or production.

(5) No dwelling shall be placed on any lot within said subdivision that has been previously erected at a different location.

(6) No primary building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling.

(7) Driveway access to a garage shall be no less than sixteen (16) feet in width.

C. Building Locations: No building shall be located on any lot closer than one-hundred (100) feet from the front property line or property line abutting a street, nor closer than fifteen (15) feet to any interior property line.

D. Building Disc: The ground floor area of a primary single-family dwelling shall occupy a floor area of an actually and fully enclosed building of not less than twenty-two hundred (2,200) square feet. In computing such minimum area, the area of open porches, carports and/or garages, shall be construed as equivalent to a closed area of one-half (1/2) the area of such open porches, carports and/or garages, credit for which shall not under any circumstances be for not less than two (2) cars nor more than three (3) cars.

The exterior materials used in the construction of the roof of each detached single-family dwelling shall be subject to review and approval of the Architectural Committee.

E. Fences: No fences, walls or other obstructions shall be constructed or maintained on, across or along easements as delineated on Tract Map 3865 & 3866 as recorded in the County

of Kern. All property owners will extend the wall created on Highway 178 along the rear property line of their parcel. This fence will be of the same material used on the Highway 178 fence and shall be completed within one year from purchase of the property. This fence will be constructed twenty (20) feet from each property owners' rear property line.

No solid wall, fence or hedge erected within the area of the minimum front or side street setback lines shall exceed two (2) feet six (6) inches in height, and no side or rear solid wall, fence or hedge shall be more than six (6) feet in height. No chainlink fence shall be erected or permitted and no corral type fence constructed of pipe or tubing material shall be constructed or permitted between any property line abutting any street and the front or side setback lines.

F. Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than three (3) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the initial construction and sale.

G. Maintenance of Lot: No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste material shall at all times be kept in clean and sanitary containers.

All vacant lots shall at all times be kept free of rubbish and litter, and all weeds or grass shall be disked out or mowed so as to present a clean and tidy appearance. The yards and grounds surrounding all improved properties shall be at all times kept in a neat and tidy condition and shall be cultivated and planted to any extent sufficient to maintain an appearance not out of keeping with that typical of the improved properties within said Tract.

H. Use of Lot: Lots within said Parcels described at Paragraph I..C. hereof and the improvements located thereon may be used only for the following purposes:

- (1) Residential purposes;
- (2) Maintaining mail address for commercial and business license purposes only, provided no stock in trade, supplies, professional equipment, apparatus or business equipment are kept on the premises, and

provided that no employee or assistants are engaged for said services on the premises, and no signs are displayed;

(3) The keeping of fowl and animals shall conform to all provisions of law governing same, and no fowl or animals, of any pen or coop shall be kept or maintained within fifty (50) feet of any dwelling or other building used for human habitation, or within one-hundred (100) feet of the front lot line of the lot upon which it is located, or within twenty-five (25) feet of the street side of a corner lot, or within one-hundred (100) feet of any public park, school, hospital or similar institution. There shall be no killing or dressing of any such animals or poultry for commercial purposes.

(4) Domestic animals may not be raised on a lot for commercial purposes.

(5) No other use of said lot is implied herein other than those specifically allowed under the E-3 RS zone provisions of the County of Kern in effect on the date hereof.

III. DURATION, MODIFICATION AND ENFORCEMENT

A. Failure to Enforce: The failure of the Declarant or its successors or assigns to enforce any covenant, condition or restriction shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other covenant, condition or restriction.

B. Assignability: Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned and upon any such person, corporation or association evidencing its consent in writing to accept such assignment, he or it shall, to the extent of such assignment, have the same rights and powers as are given to Declarant herein. The term "Declarant" as used herein included all such assignees and their heirs, successors and assigns.

C. Constructive Notice and Acceptance: Every person who now or hereafter owns or acquires any right, title, estate or interest

in and to any lot or a portion of the property is and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in said lot or any portion of the property.

D. Variances and Modifications: It shall remain the prerogative and in the jurisdiction of Declarant to grant approvals for exceptions to the declared restrictions, variances from restrictions and other forms of deviation, assuming that such exceptions, variances or deviations will not, in any way, detract from the appearance of the premises or be detrimental to the public welfare or to the property or other persons located in the vicinity thereof, or be violating any applicable law, code or regulation. At any time the record owners of seventy-five percent (75%) of the lots in the property may modify this Declaration and any of its limitations, restrictions, conditions and covenants by an agreement placed on record in the Office of the County Recorder of Kern County, California.

E. Enforcement: Enforcement of each covenant, condition, restriction or limitation set forth in these restrictions shall be the right of each property owner in the Parcels covered by said restrictions, either by suit or by action in law or equity. In addition, such enforcement shall be a right of the Architectural Control Committee which shall have the same rights as any property owners for enforcement of these restrictions.

Violation of any one or more of the covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; provided, however, that a breach of any of said covenants, conditions or restrictions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value as to said lots or property, or any part thereof, but such condition, restriction or covenant shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

F. Severability: Should any of these limitations, restrictions, covenants, conditions

or easements be invalidated by law, regulation or court decree, such invalidity shall in no way affect the validity of the remainder of the restrictive covenants.

G. Compliance with Law : Every lot owner and possessor shall comply with the requirements of all Municipal, County, State and Federal authorities now or hereinafter enforced, pertaining to their premises and to the construction of any improvements thereon, including, but not limited to, zoning, construction and building location regulations, and shall faithfully observe in the use of said premises, all municipal and county ordinances, and all State and Federal statutes now or hereafter enforced.

IV. ARCHITECTURAL CONTROL

A. Approval of Plans: Notwithstanding the provisions of Article II regarding permitted buildings and uses, no improvements shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on any parcel or any portion thereof unless and until a complete set of plans and specifications thereof, including finished grading plans, plot plans (showing the location of such improvements on the building site), floor and roof plan, exterior details,

color scheme, signs, and advertising devices, natural features such as rock outcroppings, landscaping, trees and plantings shall have been submitted to and approved in writing even as to esthetic design, which will be completed within one year from purchase of parcel, by a committee known and designated as the Architectural Committee ("Artcom" herein), composed of five (5) members, three (3) of whom shall be appointed by the Declarant, the other two (2) members shall be co-appointed by the appointed members. Three (3) members of the committee shall constitute a quorum. The Architectural Committee shall have full, unqualified and absolute discretion in granting such approval, and in charging a reasonable fee to cover the estimated expense incidental to its review of the plans and specifications. The address of the Architectural Committee is 217 Mt. Vernon, Bakersfield, California. Should any of the members of the Architectural Committee, for any reason, be unable to act due to death, resignation, or incapacity, their successors shall be appointed by the Architectural Committee, it shall be conclusively presumed that the location and height

of any building, structure or improvement does not violate the provisions hereof.

(1) Said committee may designate and appoint a representative who may be a duly licensed architect and a majority of the members of said Committee may, from time to time, remove or replace such representative. The designated representative of said committee may be, but need not be, a member of the Architectural Committee. Such representative must be consulted prior to disapproval of any plans by the Architectural Committee, but the decision of the Architectural Committee with respect to the approval or disapproval thereof shall be final.

(2) The Architectural Committee, or its designated representative, shall have power and authority to approve or disapprove the plans and specifications, and the approval of said plans, specifications and plot plan may be withheld not only because of the noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by reason of the dissatisfaction of the

committee with the grading plan, location of the structure on the parcel or building site, esthetic design, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, the planting, landscaping, size, height or location of trees on the parcel or building site, design or construction of signs and advertising devices, or because of its dissatisfaction with any or all other matters or things which, in the judgment of the committee, will render the proposed involvement inharmonious or out of keeping with the general plans of improvement of said property or with the improvements erected on other lots.

(3) The approval of the committee of any plans or specifications submitted for approval as herein specified for use on any parcel shall not be deemed to be a waiver by the committee of its rights to object to any of the features or elements embodied

in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans submitted for approval as herein provided for use on other parcels.

(4) If the committee, or its designated representatives, fails to approve or disapprove such plans and specifications within sixty (60) days after said plans and specifications have been submitted to it, it shall be conclusively presumed that the committee has approved said plans and specifications as submitted. If, after such plans and specifications have been approved, the improvements shall be altered, erected, or maintained upon the parcel otherwise than as approved by the committee, such alteration, erection or maintenance shall be deemed to have been undertaken without the approval of the committee having been obtained as required by this Declaration.

(5) In any event, after the expiration of one (1) year from the date of completion of any improvement, said improvement shall, in favor of purchasers and encumbrancers,

in good faith, and for value, be deemed to comply with all the provisions hereof unless actual notice, executed by the Architectural Committee of such noncompliance or noncompletion shall appear of record in the Office of the County Recorder of Kern County, California, or legal proceedings shall have been instituted to enforce compliance and completion.

(6) The powers and duties of the Architectural Committee and of its designated representative, shall continue and remain in full force and effect until January 1, 1996 A.D., at which time said powers and duties of the Architectural Committee and of its designated representative, shall be automatically extended for a successive period of ten (10) years, unless prior to said date or the date of any extension thereof, a written instrument shall be executed by the recorded owners of sixty percent (60%) of the lots in said Tract as duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers and authorities

previously exercised by the Architectural Committee.

(7) Neither Declarant nor its successors or assigns nor the Architectural Committee shall be liable to anyone by reason of negligence, mistake in judgment, or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans.

(8) All homeowners will be entitled to one (1) share of water from the Palm Mutual Water District.

(9) All homeowners will join a homeowners association to be created by MORELAND & SONS CONSTRUCTION CO., INC., to maintain the streets, lights and community landscaping.

IN WITNESS WHEREOF, MORELAND & SONS CONSTRUCTION CO. INC., has executed this Declaration as of the date first hereinabove written.

MORELAND & SONS CONSTRUCTION CO., INC.
a California Corporation

Terry L. Moreland
Terry L. Moreland-President

Carl D. Moreland-Secretary